PELANTAR AGRESIF (M) SDN BHD

v.

PROJEK LEBUHRAYA USAHASAMA BHD; LEMBAGA LEBUHRAYA MALAYSIA (THIRD PARTY)

HIGH COURT MALAYA, KUALA LUMPUR
LAU BEE LAN J
[SUIT NO: S-22-817-2008]
30 APRIL 2013

TORT: *Trespass to land - Continuing trespass - Claim for reliefs - Unipole erected on plaintiff's land - Whether constituted trespass - Construction of motorcycle lane and concrete dividers - Whether encroached on plaintiff's land - Whether infringed on plaintiff's right as owner - Whether plaintiff given exclusive use and enjoyment of land - National Land Code, s. 44(1) - Whether defendant generated income from trespass - Whether defendant entitled to rely on equitable defences*

The plaintiff was the registered owner of a piece of land ('the said land') from 20 October 1995 until 14 April 2007. On or about September 1996, the defendant had erected a double-sided unipole located at KM310.5 of the Kuala Lumpur-Seremban Highway at the Sungai Besi Toll Plaza ('the said unipole') on the said land. The defendant had also constructed a part of a motorcycle lane and concrete divider on the said land. On or about 2 February 2007, the plaintiff had by its letter requested the defendant to remove the said unipole but it remained standing on the said land. The plaintiff claimed that the defendant had trespassed onto and continued to trespass on the said land; had generated income arising from such trespass and had unjustly erected and profited themselves at the plaintiff's expense and consequently, the plaintiff was entitled to damages arising out of the acts of trespass committed by the defendant. The plaintiff thus claimed for reliefs against the defendant for the period of 4 August 2003 until 17 April 2007 ('the material period'). The defendant's position, however, was that the said acts were done with the leave, consent and license of the Malaysian Highway Authority ('LLM') the third defendant in this action. The issues that arose were (i) whether the defendant's said unipole on the said land at the material period constituted trespass; (ii) whether the presence of the drains, buffer zones, motorcycle lane and concrete dividers

constructed by the defendant on the said land at the material period constituted trespass on the said land; and (iii) whether the plaintiff was entitled to the reliefs claimed.

Held (allowing plaintiff's claim):

(1) The defendant had entered upon the said land and despite knowing that the plaintiff was the landowner since 1997 continued to remain on the said land at its own peril. The defendant was not entitled to rely on the defence of acquiescence, licence, estoppels and laches. Firstly, the tort of trespass was actionable *per se* and it was a continuing trespass where successive actions would lie from day to day until the objects of trespass are removed (*Terra Damansara Sdn Bhd v. Nandex Development Sdn Bhd*; refd). Secondly, the defence of laches was not available to the defendant since there was a statutory period of limitation for tortious actions *ie*, six years pursuant to s. 6(1)(a) of the Limitation Act 1953. Further, whether or not the defendant had obtained prior approval from LLM was no defence to the plaintiff's claim for trespass (*K Mahunaran v. Osmond Chiang Siang Kuan*; refd; *MBf Property Services Sdn Bhd v. Madihill Development Sdn Bhd (No 2)*; refd). (paras 7, 11, 12 & 13)

(2) Since the said land was alienated to the plaintiff, the plaintiff was given the exclusive use and enjoyment of the said land in accordance with s. 44(1)(a) of the National Land Code. Even when the motorcycle lane and the concrete dividers were constructed on the said land prior to the alienation of the said land to the plaintiff, it was no defence to the plaintiff's claim for trespass as it was not disputed that that part of the highway was a continuing trespass on the said land throughout the material period (*MTB Rubber Sdn Bhd v. Wangi KMB Bhd*; refd). The defendant knew that the motorcycle lane and concrete divider had encroached onto the said land infringing the plaintiff's right as landowner and the defendant had remained on the said land at its own peril. The defendant did not procure the permission of the plaintiff to construct the motorcycle lane and concrete divider on the said land; yet it continued to remain on the said land and continued to collect toll from the motorists plying the highway. Hence, the defendant could not now avail itself of the equitable defences it sought to rely on. (paras 15 & 21)

(3) The plaintiff had pleaded an alternative prayer in its statement of claim seeking for the current market date during the material period. The defendant had produced documents to show that it had received RM300,030.45 during the material period. Therefore, the plaintiff was entitled to the said sum. In respect of the claim for rentals of part of the said land on which the motorcycle lane and the concrete dividers were constructed, the plaintiff was entitled to rental for encroachment in the sum of RM153,716.30. On a balance of probabilities, the plaintiff had proven its claim. (paras 24 & 25)

[Order accordingly.]

Case(s) referred to:

Alliedbank (Malaysia) Bhd v. Yau Jiok Hua [1998] 2 CLJ 33 HC ***(refd)***
Canadian Pacific Railway Company v. The King [1931] AC 414 ***(refd)***
Inverugie Investments Ltd v. Hackett [1995] 3 All ER 841 ***(refd)***
K Mahunaran v. Osmond Chiang Stang Kuan [1996] 1 LNS 554 HC ***(refd)***
Karuppannan Chellapan v. Balakrishnen Subban [1994] 4 CLJ 479 FC ***(refd)***
MBf Property Services Sdn Bhd v. Madihill Development Sdn Bhd (No 2) [1998] 4 CLJ 136 HC ***(refd)***
MTB Rubber Sdn Bhd v. Wangi KMB Bhd [2007] 1 LNS 170 ***(refd)***
Ng Yee Fong & Anor v. EW Talalla [1985] LNS 1 LNS 146 FC ***(refd)***
Tay Tuan Kiat & Anor v. Pritam Singh Brar [1986] 1 LNS 58 HC ***(refd)***
Terra Damansara Sdn Bhd v. Nandex Development Sdn Bhd [2006] 8 CLJ 657 HC ***(refd)***
Penarth Dock Engineering Company, Ltd v. Pounds [1963] Lloyd's Rep 359 ***(refd)***
Re Pauling's Settlement Trusts [1961] 3 All ER 713 ***(refd)***
Swordheath Properties Ltd v. Tabet and others [1979] 1 All ER 240 ***(refd)***

Legislation referred to:

Civil Law Act 1956, s. 11
Limitation Act 1953, s. 6(1)(a)
National Land Code, s. 44(1)(a)
Rules of Court 2012, O. 42 r. 12

For the plaintiff - Goh Siu Lin (Victoria Loi with her); M/s Shook Lin & Bok
For the defendant - N Sivamohan; M/s Sivamohan Rajendran & Co
For the third party (holding watching brief) - Mohd Rosly Khady Mohd Ayub Khan; M/s Hisham Sobri & Kadir

Reported by Suhainah Wahiduddin

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JUDGMENT

Lau Bee Lan J:

Background

B **[1]** *Vide* the statement of agreed facts ("E") the following facts are agreed to by the parties:

(a) The plaintiff was from 20 October 1995 until 17 April 2007, the registered owner of a piece of land held under HS(D) C 101012 PT No: 34809, Mukim and District of Petaling, Selangor Darul Ehsan ("the said land").

(b) On or about September 1996, the defendant and/or its servants/agents had erected and/or caused to be erected a double-sided unipole located at KM310.5 of the Kuala D Lumpur-Seremban Highway at the Sungai Besi Toll Plaza ("the said unipole") on the said land.

(c) The defendant also constructed and/or caused to be constructed a part of a motorcycle lane and concrete divider E on the said land which existence was discovered by the plaintiff after alienation and the same remains to-date.

(d) On or about 2 February 2007, the plaintiff had by its letter requested the defendant to remove the said unipole but the F said unipole remains standing on the said land.

(e) The plaintiff's claim for reliefs against the defendant is for the period of 4 August 2002 until 17 April 2007 ("the material period").

G **[2]** Essentially the plaintiff claims the defendant (i) had trespassed onto and continues to trespass on the said land during the material period; (ii) had generated income arising from such trespass; (iii) has unjustly erected and profited themselves at the plaintiff's expense and consequently, the plaintiff is entitled to H receive damages arising out of the acts of trespass committed by the defendant.

[3] Essentially the defendant has admitted to the acts of trespass complained of by the plaintiff. However the defendant's position I is these were done with the leave, consent and license of the Malaysian Highway Authority, the third defendant in this action.

Issues

[4] The agreed issues to be tried marked are as follows:

(a) whether the defendant's said unipole on the said land at the material period constitutes trespass on the said land;

(b) whether the presence of the drains, buffer zones, motorcycle lane and concrete dividers constructed by the defendant on the said land at the material period constitutes trespass on the said land;

(c) whether the plaintiff is entitled to the reliefs claims in para. 9 of the statement of claim.

Findings Of The Court

Trespass Due To The Unipole

[5] According to SD1, the defendant applied to the LLM for the erection of the said unipole *vide* an application for erection of a sign board dated 20 May 1995 (exh. D8, bundle H pp. 7-12). *Vide* letter dated 10 August 1995, the LLM gave their approval to the defendant's application for the erection of the said unipole but subject to several conditions, *inter alia*, that the defendant shall obtain a written approval from the local authority/land administrator/other authorities having an interest prior to the sign board being erected.

[6] The defendant contends it had obtained all the necessary approvals prior to erecting the said unipole and at the time approvals were sought by the defendant, the said land was not alienated yet to the plaintiff. However it is not a disputed fact the said unipole was constructed on the said land after it was alienated to the plaintiff.

[7] Be that as it may, I agree with the plaintiff's submission that whether or not the defendant had obtained prior approval from LLM is no defence to the plaintiff's claim for trespass. This is borne out by the cases of *K Mahunaran v. Osmond Chiang Stang Kuan* [1996] 1 LNS 554; [1996] 5 MLJ 293 and *MBf Property Services Sdn Bhd v. Madihill Development Sdn Bhd (No 2)* [1998] 4 CLJ 136.

[8] *K Mahunaran* (*supra*) concerns a case where the defendant had committed an act of trespass but later sought to have it legitimised by obtaining the approval of the local authority. In allowing the plaintiff's application that the defendant pull down and remove the wall put up by him and restore the same to its original position, His Lordship Arifin Zakaria J (now CJ Malaysia) at p. 298 opined:

> I shall pause here, to add that an act of trespass would not cease to be so just because the local authority had chosen to approve the work for their purposes. **The approval could not be used as a shield by the guilty party against any claim that may be brought by an aggrieved party.** I also wish to remind the local authority to exercise due care and caution in giving approval for work of this nature for it may open itself to unnecessary legal wrangle. (emphasis added)

[9] *MBf Property Services Sdn Bhd v. Madihill Development Sdn Bhd (No 2)*(*supra*) concerns a case where the plaintiff sought, *inter alia*, a mandatory injunction against the defendant to remove the concrete bollards and to restrain the defendant from obstructing the plaintiff from having free access through the access road built by the plaintiff. The plaintiff's case was the construction of the access road was in accordance with the plans approved by the authorities. At p. 149 His Lordship Abdul Malik Ishak J (now JCA) stated:

> It was submitted that SP3 did say that his department (Majlis Daerah Johor Bahru Tengah) had approved the road and the MRT on the defendant's land and, consequently, the issue of constructing the access road had been resolved. With respect, the submission cannot hold water. In my judgment, SP3's department should not have approved the road and the MRT on the defendant's land for two cogent reasons. Firstly, the defendant as the owner of Lot PTD 26138 **had not submitted any plans for earthworks, roads and drainage** ... (emphasis added).

Defence Of Acquiescence, Licence And Laches

[10] The defendant argues that since the plaintiff did not raise the issue about the said unipole from 1998-2007, the plaintiff is now prevented by the defence of acquiescence, licence and laches from raising the issue of trespass. In support the defendant relies

on the authorities of *Ng Yee Fong & Anor v. EW Talalla* [1985] 1 LNS 146; [1986] 1 MLJ 25 (SC) at p. 27 B-F; *Canadian Pacific Railway Company v. The King* [1931] AC 414.

[11] In my judgment, the defendant is not entitled to rely on the defence of acquiescence, licence, estoppel and laches. Firstly, the tort of trespass is actionable *per se* and it is a continuing trespass where successive actions will lie from day to day until the objects of trespass are removed (*Terra Damansara Sdn Bhd v. Nandex Development Sdn Bhd* [2006] 8 CLJ 657; [2006] 6 MLJ 24 at pp. 33, 35).

[12] Secondly, the defence of laches is not available to the defendant since there is a statutory period of limitation for tortious actions, ie, six years pursuant to s. 6(1)(a) of the Limitation Act 1953 (In *Tay Tuan Kiat & Anor v. Pritam Singh Brar* [1986] 1 LNS 58; [1987] 1 MLJ 276 at p. 278 following *Re Pauling's Settlement Trusts* [1961] 3 All ER 713 at p. 735).

[13] Thirdly, with respect to the case of *Ng Yee Fong* (*supra*) which is also relied on by the plaintiff, I agree with learned counsel for the plaintiff that the defendant had entered upon the said land and despite knowing that the plaintiff was the landowner since 1997 continued to remain on the said land at its own peril. There is no evidence that the plaintiff had encouraged the defendant to enter into the said land and to construct the said unipole or to allow the same to remain on it. Neither did the plaintiff encouraged the defendant to do something that the defendant would have otherwise abstained from doing or that it wanted to remove the said unipole and the plaintiff stopped the same. Further the defendant did not suffer any detriment but the evidence shows that it had been receiving income as per the evidence from SD1 adduced in cross-examination (NOP p. 46 lines 11-13) – p. 1 PWS:

G : Kamu setuju bahawa Defendan telah menerima faedah kewangan (monetary benefit) daripada pendirian unipole tersebut atas Tanah Plaintif?

SD1 : Setuju, dengan sebahagian mengikut kadar yang dipersetujui pada ketika itu.

A **Trespass Due To The Motorcycle Lane And The Concrete Dividers**

[14] The defendant alleges that the motorcycle lane and the concrete dividers were constructed by March 1994 and the B plaintiff should take the said land subject to the defendant's rights.

[15] I find there is no merit in the defendant's contention. Firstly, the letter dated 27 May 1997 issued by LLM (third party) to the Pejabat Tanah dan Daerah Petaling (IDD10 – bundle H pp. 5-6) is inadmissible as evidence (see *Alliedbank (Malaysia) Bhd* C *v. Yau Jiok Hua* [1998] 2 CLJ 33; [1998] 6 MLJ 1 at p. 14). Therefore there is no evidence from the defendant to establish when the motorcycle lane and concrete dividers were constructed.

[16] Secondly, since the said land is alienated to the plaintiff, the D plaintiff is given the exclusive use and enjoyment of the said land in accordance with s. 44(1)(a) NLC. In *Karuppannan Chellapan v. Balakrishnen Subban* [1994] 4 CLJ 479; [1994] 3 MLJ 584, the respondent, the registered owner of the land (Lot 25) whilst the adjacent land (Lot 26) belongs to the appellant. The respondent E who intended to build a hotel on Lot 25 asked the appellant to remove the window protrusions and alleged trespass against the appellant for constructing a side exit etc. which encroached on Lot 25. The respondent's application for an interlocutory mandatory injunction to compel the appellant to remove the F protrusions and encroachments were granted. The appellant appealed which appeal was dismissed. At p. 590 and p. 593 the Federal Court held:

> ... The Code provides that any person or body to whom land has G been alienated, reserved land has been leased or temporary occupation licence has been granted in respect of any land 'shall be entitled to the exclusive use and enjoyment of so much of the column of airspace above the surface of the land, and so much of the land below that surface, as is reasonably necessary to the lawful use and enjoyment of the land' (s. 44(a)). In clear terms, H the law has spelt the right of an individual over his land. He is given the 'exclusive use and enjoyment' of the airspace above the surface of his land though not right to heaven above. The owner of Lot 26 has no legal right to encroach into the airspace of Lot 25 unless of course the owner of Lot 25 allows it. (p. 590)

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[17] Thirdly, even when the motorcycle lane and the concrete dividers were constructed on the said land prior to the alienation of the said land to the plaintiff, it is no defence to the plaintiff's claim for trespass as it is not disputed that part of the highway was a continuing trespass on the said land throughout the material period (see *Karuppannan v. Balakrishnen* (*supra*); *MTB Rubber Sendirian Berhad v. Wangi KMB Berhad* [2007] 1 LNS 170; [2007] 8 MLJ 241 which followed the former case).

[18] Fourthly, the letter dated 24 March 1992 from Pejabat Tanah dan Galian Selangor to LLM (IDD12 – bundle H p. 190) is inadmissible as evidence (see *Alliedbank (Malaysia) Bhd v. Yau Jiok Hua* [1998] 2 CLJ 33; [1998] 6 MLJ 1 at p. 14 (MLJ))

[19] Fifthly, whether the defendant had obtained prior approval from LLM is no defence to the plaintiff's claim for trespass (see *K Mahunaran* (*supra*) and *MBf Property Services Sdn Bhd v. Madihill Development Sdn Bhd (No 2)* [1998] 4 CLJ 136) for the reasons:

(a) The plaintiff was the landowner of the said land at the material time the unipole was constructed. SD2 admitted that no permission was obtained from the plaintiff to construct the unipole between the period 1995 until 2007 (alleged first notice to the defendant).

(b) LLM is not the landowner of the said land and is in no capacity to grant approval to erect the said unipole or to allow the defendant to remain on the said land.

(c) The defendant should take issue with LLM/Pejabat Tanah dan Galian Selangor and the plaintiff should not be prejudiced by any approval granted by LLM to the defendant.

Defence Of Acquiescence, Licence, Estoppels And Laches

[20] The defendant alleges that since the plaintiff had not written to the defendant about the trespass of the motorcycle lane, the defendant is able to rely on the defence of acquiescence, licence, estoppel and laches against the plaintiff's claim. I find there is no merit in this contention. Firstly, the tort of trespass is actionable *per se* and successive actions do not lie until the source of trespass

A has been removed; notice is not a requirement (*MBf Property Services Sdn Bhd v. Madihill Development Sdn Bhd (No. 2)* [1998] 4 CLJ 136) at p. 145:

> ... In fact, it was beneficial to the defendant in that, in no
B uncertain terms, SP1 said that the plaintiff had trespassed onto the defendant's land. In simple language, trespass to land is an unjustifiable intrusion by one person upon the land in possession of another.
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> ...
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C It appears that the slightest crossing of the boundary is sufficient to constitute trespass ... It is trespass to place anything on or in the land which is in possession of another, and it is also trespass if a person drives a nail into the wall of his neighbour ...
>
D *It is wrong to assume that no one can be liable for trespass unless he has notice that he is trespassing. The trespasser is liable whether he knows that he is trespassing or that he does not know that he has no right in law to be there.* The notice is relevant in so far as it may aggravate damages and it is an integral part of the defendant's line of defence. It is a correct statement of the law to say that *trespass is*
E *actionable per se* without any proof of special damage. (emphasis added)

[21] Be that as it may, PW2 has testified that although there were no letters expressly seeking redress in relation to the trespass
F of the motorcycle lane and concrete divider, the matter had been brought up in meetings between the Petaling Land Office, PLUS, LLM (third party) and plaintiff and the defendant has not given any evidence to rebut this. Notwithstanding there was no written notice, the defendant knew that the motorcycle lane and concrete
G divider had encroached onto the said land infringing the plaintiff's right as landowner and the defendant has remained on the said land at its own peril.

[22] Further, SD2 has admitted in cross-examination the
H defendant did not procure the permission of the plaintiff to construct the motorcycle lane and concrete divider on the said land (NP p. 52 lines 12-14); yet it continued to remain on the said land and the defendant continued to collect toll from the motorists plying the highway. Hence the defendant cannot now
I avail itself of the equitable defences it seeks to rely on.

Damages

[23] The defendant contends that since the plaintiff had prayed for 60% revenue the defendant has received from the said unipole, if the court finds there is trespass with respect to the said unipole, the plaintiff should only be entitled to 60% of RM300,030.45 which works out to RM180,018.27.

[24] However the plaintiff has pleaded an alternative prayer in para. 9(b) of the statement of claim seeking for the current market rate during the material period. The defendant has produced documents to show that it has received RM300,030.45 during the material period. Therefore the court is of the view that the plaintiff is entitled to the sum of RM300,030.45.

[25] In respect of the claim for rentals of part of the said land on which the motorcycle lane and the concrete dividers were constructed, PW1 has testified that a survey of the said land had been conducted and the plan was prepared based on the certified government survey plan and confirmed that the size of that part of the highway was about 3,787.17 sq. ft. ("the encroachment").

[26] PW3 testified that based on the valuation conducted as per the report and valuation dated 12 November 2012 (exh. P7), the site rental for the encroachment is:

Period of Valuation	Site Rental Value (RM/per month)	Site Rental Rate (RM/per square foot)
Year ending 31.12.2002	2,462.00	0.65
Year ending 31.12.2003	2,462.00	0.65
Year ending 31.12.2004	2,708.00	0.715
Year ending 31.12.2005	2,708.00	0.715
Year ending 31.12.2006	3,030.00	0.80
Year ending 31.12.2007	3,030.00	0.80

[27] Thus based on the aforesaid valuation, I find the plaintiff is entitled to rental for the encroachment in the sum of RM153,716.30 for the material period computed as follows:

	Term	Period (months)	Site Rental Value (RM) (per month)	Total (RM)
(a)	4.8.2002 - 31.12.2002	4.9	2,462.00	12,063.80
(b)	1.1.2003 - 31.12.2003	12	2,462.00	29,544.00
(c)	1.1.2004 - 31.12.2004	12	2,708.00	32,496.00
(d)	1.1.2005 - 31.12.2005	12	2,708.00	32,496.00
(e)	1.1.2006 - 31.12.2006	12	3,030.00	36,360.00
(f)	1.1.2007 - 17.4.2007	3.55	3,030.00	10,756.50
			Total:	**153,716.30**

[28] The defendant argues that the figures showing rental by PW3 is indicative only as the method used to derive the figures were only comparisons from different areas from where the said land was situated.

[29] I agree with learned counsel for the plaintiff that since the defendant has not produced any alternative valuation report there is nothing to show that the figures produced by PW3 are inaccurate. Furthermore PW3 explained the basis upon which she arrived at the figures was based on the "Comparison Method" which "entails comparing the subject properties with other similar properties rent or let as at the material date of valuation (4 August 2002-17 April 2007); (a) adjustments are then made to arrive at the rental value of the subject property". PW3 also testified the comparison properties are at para. 13(i) (of the report) properties at Jalan Kelang Lama and Jalan Puchong; (ii) 14th mile, Jalan Puchong; (iii) Batu 4, Jalan Kelang Lama; and (iv) Jalan Batu

Kantonmen Batu 41/2, Jalan Ipoh. And if there is no available property near the subject property as in this instant case, adjustments were made in terms of location, visibility, accessibility and some other factors which was not documented in the report as there is no necessity to do the same but are kept in their file.

[30] I am of the view that the cases cited on the plaintiff's behalf *Inverugie Investments Ltd v. Hackett* [1995] 3 All ER 841, *Swordheath Properties Ltd v. Tabet and others* [1979] 1 All ER 240 and *Penarth Dock Engineering Company, Ltd v. Pounds* [1963] Lloyd's Rep 359 support that the plaintiff is entitled to claim site rental at the prevailing market rate during the material period alluded to above.

[31] Further, the court is minded to take judicial notice that the defendant has benefited from the collection of tolls from motorists plying the Kuala Lumpur-Seremban Expressway whilst encroaching on the said land which belonged to the plaintiff.

[32] In addition the plaintiff is awarded 8% interest per annum as claimed pursuant to s. 11 of the Civil Law Act 1956 as follows:

(i) trespass due to the unipole:

(a) on the said RM12,063.80 from 1 January 2003 onwards;

(b) on the said RM29,544 from 1 January 2004 onwards;

(c) on the said RM32,496 from 1 January 2005 onwards;

(d) on the said RM32,496 from 1 January 2006 onwards;

(e) on the said RM36,360 from 1 January 2007 onwards;

(f) on the said RM10,756.50 from 18 April 2007 onwards

until the date of judgment and 5% per annum thereafter from the date of judgment until full realisation pursuant to the O. 42 r. 12 of the Rules of Court 2012 read with Arahan Amalan Ketua Hakim Negara Bil. 1 Tahun 2012.

(ii) trespass due to the motorcycle lane and the concrete dividers:

(a) on the said RM51,991.94 from 1 January 2003 onwards;

(b) on the said RM63,000 from 1 January 2004 onwards;

(c) on the said RM66,500 from 1 January 2005 onwards;

A (d) on the said RM66,500 from 1 January 2006 onwards;

(e) on the said RM31,981.25 from 1 January 2007 onwards;

(f) on the said RM20,057.26 from 18 April 2007 onwards

B until the date of judgment and 5% per annum thereafter from the date of judgment until full realisation pursuant to the O. 42 r. 12 of the Rules of Court 2012 read with Arahan Amalan Ketua Hakim Negara Bil.1 Tahun 2012.

C **Conclusion**

[33] On a balance of probabilities I find the plaintiff has proven its claim and it is entitled to the following:

(a) the sum of RM300,030.45;

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(b) the sum of RM153,716.30;

(c) interest referred to in para. 19 above; and

(d) costs fixed at RM40,000.

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